HUSBAND AND WIFE — WIFE'S SEPARATE ESTATE — WIFE'S ACQUISITION OF HUSBAND'S INTEREST IN ESTATE BY ENTIRETY. — At an execution sale, the plaintiff purchased her husband's interest as tenant by entirety with her. *Held*, that the entire estate is thereby vested in the plaintiff. *Mardt* v. *Scharmach*, 65 N. Y. Misc. 124 (Sup. Ct.).

Tenancy by entirety is founded on the legal fiction that husband and wife are one. *Stelz* v. *Shreck*, 128 N. Y. 263. These two natural persons hold the estate as one legal person, and on the death of either, the same estate continues in the survivor. *Stuckey* v. *Keefe's Executors*, 26 Pa. St. 397. That neither one can alienate the estate so as to bar the survivor is universally agreed; and some courts even hold that the husband cannot convey or encumber the estate for the period of his own life. *Chandler* v. *Cheney*, 37 Ind. 391, 408. *Contra*, *Barber* v. *Harris*, 15 Wend. (N. Y.) 616; *Torey* v. *Torey*, 14 N. Y. 430. But since at common law the husband during his life had absolute control over his wife's separate estate, it would seem to follow that the wife's interest in an estate by entirety would become vested in the husband for that period; so that having the entire interest in the estate, he could make a conveyance or mortgage, valid until his death. See *Ames* v. *Norman*, 4 Sneed (Tenn.) 683; *Meeker* v. *Wright*, 76 N. Y. 262, 267. Accordingly, this interest of the husband should be subject to execution. *Ames* v. *Norman*, 4 Sneed (Tenn.) 683. At the execution sale in the principal case, the wife acquired all her husband's interest. And since she already had a right of survivorship inalienable by him, she clearly became vested of the entire estate.

INSURANCE — CONSTRUCTION OF PARTICULAR WORDS AND PHRASES IN STANDARD FORMS — "FIRE." — The furnishings of a house were damaged, but not ignited, by the heat and smoke from an unusually hot furnace fire. The furnishings were insured against "all direct loss and damage by fire." *Held*, that the damage is covered by the policy. *O'Connor* v. *Queen Ins. Co.*, 122 N. W. 1038, 1121 (Wis.).

In determining what fires are covered by an insurance policy, the decisions have heretofore followed a single rule of construction: so long as a fire intentionally lighted is confined to its appropriate place, it is not a risk insured against. *Fitzgerald* v. *German-American Ins. Co.*, 30 N. Y. Misc. 72; *Cannon* v. *Phœnix Ins. Co.*, 110 Ga. 563. Under this test, the location of the fire is all important. Another rule suggested is that if goods purposely subjected to a fire are damaged, but not ignited, the insurance company is not liable. See *Scripture* v. *Lowell Mut. Fire Ins. Co.*, 10 Cush. (Mass.) 356, 360. This rule is unsatisfactory, since it considers not what fire did the damage but what goods were injured. The principal case presents yet another rule: that if an ordinary fire is intentionally lighted, damage without ignition caused by it is not covered; but if the fire becomes extraordinary and unsuitable for the use intended, resulting losses are recoverable. This rule emphasizes the kind of fire rather than its location. But the test is difficult to apply. See *The Amer. Towing Co.* v. *The German Fire Ins. Co.*, 74 Md. 25, 33. And the policy was scarcely meant to include a fire confined within its proper limits. So the wisdom of making this exception to the settled rule is doubtful. See *Samuels* v. *Continental Ins. Co.*, 2 Pa. Dist. 397.

INTERPLEADER — BILL IN NATURE OF INTERPLEADER. — A contracted with the C railroad to construct part of the latter's road. He made a subcontract with B for the construction, and B engaged various subcontractors. C owed A an undisputed amount which the subcontractors were attempting to attach, and which was wholly inadequate to satisfy all. Mechanics' liens asserted by the subcontractors were said by the court to be invalid. C joined A and the subcontractors as defendants in a bill in equity, and paid into court the sum due A. *Held*, that C is entitled to a bill in the nature of interpleader. *Chicago, Rock Island, & Pacific Ry. Co.* v. *Moore*, 123 S. W. 233 (Ark.).